

LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS

Minutes of Board Meeting held February 19, 2013

The business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:37 p.m. by Chairman William B. Hawk, on the above date, in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were: David B. Blain, William C. Seeds, Sr., William L. Hornung, and Gary A. Crissman.

Also in attendance were George Wolfe, Township Manager; Steve Stine, Township Solicitor; Steve Fleming, HRG, Inc.; Dr. Bernard Chotiner, Memorial Eye Institute; Mitch Camp, Snyder and Secary and Associates; Linus Fenicle, Reager and Adler, P.C; and Watson Fisher, SWAN.

**Pledge of Allegiance**

Mr. Hornung led the recitation of the Pledge of Allegiance.

**Approval of Minutes**

Mr. Crissman made a motion to approve the minutes from the December 11, 2012 workshop meeting and the February 5, 2013 business meeting. Mr. Blain seconded the motion, and a unanimous vote followed.

**Public Comment**

No comments were provided.

### **Chairman and Board Member's Comments**

Mr. Hawk acknowledged Boy Scout, Bradley Fagan, from Troop 256, Faith Presbyterian Church, who was attending the meeting to work on his Citizenship in the Community Badge. Mr. Hawk thanked Mr. Fagan and his mother for coming to the meeting.

### **Manager's Report**

Mr. Wolfe noted that the Lower Paxton Township Police Department will be conducting its Citizen's Police Academy from March 4<sup>th</sup> through May 13<sup>th</sup>. He noted that the 11 week program meets one night a week with most sessions occurring at the Municipal Center from 6 p.m. to 9 p.m. He noted more information can be received by contacting the Police Department; deadline for applications is February 25, 2013. He noted that Township Police Officers dedicate their time to teaching this class.

### **OLD BUSINESS**

#### Appointment of an individual to serve on the Board of Directors of South Central Emergency Medical Services

Mr. Hawk noted that the name of Daniel McClain has been presented to the Board for approval as an appointment to serve on the Board of Directors of South Central Emergency Medical Services.

Mr. Crissman made a motion to appoint Daniel McClain to serve on the Board of Directors of South Central Emergency Medical Services. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote and a unanimous voted followed.

Mr. Crissman noted that there is another vacancy on the Board to fill and he suggested if anyone has an interest in this area that they should complete an appointment application that can be found on the Township's website or by coming to the Municipal Center.

Action on a proposal from HRG, Inc. to perform a wetlands  
delineation for the Wolfersberger Tract

Mr. Wolfe noted that the Board has directed staff to pursue the potential fill of the Wolfersberger Tract, the application of clean fill material in areas of the site that are low that could be brought up to a level grade with the future intent to create useable recreation sites. He explained that he has received a proposal from HRG, Inc. to perform a wetland delineation study, and noted in the Commonwealth, no earth moving or the filling of land can do done without determining the location of the environmentally sensitive features. He noted that the Township requires the citizens of the community to do this when they undertake land development activities and the Township is not exempt from this procedure. He explained, before the Township can place fill at this location, the wetlands need to be identified and HRG, Inc, has proposed this process for the Township at a cost of \$11,000. He noted that specific questions concerning this could be addressed to Mr. Fleming. He noted that HRG, Inc will be required to outline the wetland areas on the Wolfersberger Tract.

Mr. Fleming noted that the proposal will also obtain the Federal and State authorizations and clarification for the determination of the wetland areas and could be used for a permit for future use. Mr. Hawk questioned if he would be ready to start as soon as he gets the approval. Mr. Fleming answered yes.

Mr. Crissman questioned how long it would take to complete the study. Mr. Fleming noted that he would have to meet with the representative from the U.S. Army Corps of Engineers, so it will take some time to schedule that meeting. He noted that the field work will take one week, with a survey crew and an environmental scientist going out into field on the property. He noted that it takes about two weeks to do some work prior to starting the survey.

Mr. Crissman questioned if that time period is part of the eight to ten weeks to complete the work. Mr. Fleming noted that it should be deliverable within eight to ten weeks.

Mr. Hornung questioned how he would know if this cost for the study is a good deal for the Township. He noted that there are no competitive bids so he would like some assurance that this is a fair charge. He noted that typically, HRG is fair to the Township but he feels that he needs to ask this question. Mr. Fleming answered that it is a fixed fee proposal which protects the Township from any overruns, for time and material noting that the budget was set for a time and material estimate. He noted that he did not build in any extra time in that proposal and it is based on the fee schedule provided to the Township.

Mr. Wolfe noted that it is not competitive pricing and by the contract with HRG, Inc. the Township can enter into services to retain HRG as the Township Engineer and in doing so you get volume discounts on the amount of work performed when hitting certain thresholds in accordance with that agreement. He noted that Mr. Fleming's proposal, from what he sees in the industry, is fair but he couldn't tell Mr. Hornung that it is the best price since it was not competitively bid. He noted that we typically don't do that for this type of work. Mr. Hornung questioned if Mr. Wolfe felt we have a fair price. Mr. Wolfe answered yes.

Mr. Blain noted for professional services like this the engineer will set a fee at a certain amount and as long as the bill comes back with the breakdown of what the hours were and the rate charged for each hour, it should match the final bill. He noted that he is not familiar with all the different rates are for engineering, but from what he has seen the rates are reasonable.

Mr. Hornung questioned if this is a not-to-exceed proposal. Mr. Fleming answered that it is written as a fixed fee which means the price that we give you is what it costs to do the project, but it is based on a time and material estimate. He anticipates four or five days in the field with

the survey group and at the same time the environmental scientist will work for approximately a week. He noted that another person prepares a base map with that survey. He explained that a preliminary meeting and possibly other follow-up meetings may be required by the U.S. Army Corps. Mr. Hornung stated that it sounds fair.

Mr. Crissman noted that he made the motion for a not-to-exceed amount of \$11,000 because the letter says, with an estimate; however, the U.S. Army Corps of Engineer may force the Township into doing additional work, am I correct Mr. Fleming. Mr. Blain noted that Mr. Fleming's fees only cover HRG work but if something is forced upon the Township by another agency then it would be a separate agreement. Mr. Fleming noted that the U.S. Army Corps of Engineers will review HRG's findings to ensure that HRG has determined what they will support for future permitting applications, so they have a small part in it.

Mr. Crissman questioned Mr. Fleming is he is comfortable with a not-to-exceed for this agreement. Mr. Fleming answered yes.

Mr. Crissman made a motion to accept the proposal from HRG to perform wetlands delineation for the Wolfersberger Tract with a not-to-exceed amount of \$11,000. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

## **NEW BUSINESS**

### **Action on a lease with Municipal capital Finance for Exercise equipment for the Friendship Center**

Mr. Hawk explained that this item was added to the agenda earlier this date to accommodate a lease agreement purchase.

Mr. Wolfe apologized for the late notice as staff was awaiting a COSTARS certification that the equipment staff desired to purchase was part of the Commonwealth's procurement

program. He noted that he received the confirmation this afternoon, and typically, he would not have put this on the agenda; however, he is trying to save two weeks in the purchase of the equipment. He noted that the lease for 13 pieces of fitness equipment is proposed for the Friendship Center (FC) at a total COSTARS purchase price to include the interest on the lease of \$47,287.00. He noted that it is a three-year lease, with interest payments averaging about 5.5%. He noted that it is the same type of lease agreement the Township entered into last year when the Township first began to lease equipment at the FC. He noted that it is a budgeted item, and all items to be purchased are on the Commonwealth's COSTARS list. He explained that this is part of the FC's Capital Equipment Replacement Plan, and staff requests the Board to enter into the agreement with Municipal Capital Finance.

Mr. Crissman noted, since the Township used this company for last year's lease and it is within the 2013 budget; therefore, he made a motion to approve the lease with Municipal Capital Finance for the exercise equipment for the FC for a three-year payment of \$16,606.00. Mr. Seeds seconded the motion.

Mr. Blain questioned if the annual payments are \$16,606. Mr. Wolfe answered yes. Mr. Blain questioned if the interest rate is 5.5%. Mr. Wolfe noted that it averages to that. He noted that the interest rate for year one is zero, year two it is \$1,672 and in year three it is \$858. He noted that the total interest charge is \$2,500 on the price of \$47,000 for the units. Mr. Blain questioned if it is a three-year lease. Mr. Wolfe answered yes. Mr. Blain questioned if the Township takes ownership of the equipment after the three year lease is completed. Mr. Wolfe answered yes. Mr. Crissman questioned if it is necessary to identify the pieces of equipment in the motion. He suggested that it would be good to let the viewing audience know what equipment will be bought.

Mr. Wolfe noted that this lease would provide for the following equipment: Two Cybex ARC trainers, two lateral ellipticals (EFX), two standard ellipticals (EFX), one seated elliptical, two spin bicycles, two rowers, and two treadmills.

Mr. Crissman suggested that the community should purchase a day pass or an annual membership and try out the new equipment.

Mr. Blain noted that the Board discussed this during a recent workshop session, and now that the Board has approved additional debt funding for the FC, it was also decided that we need to discuss, as a Board, in more detail the future of the FC and where it will be in the future. He noted that he was concerned about approving a lease agreement that ties the FC up for another \$48,000, which it needs. He noted that he wants to know what the future will be for the FC and where we are going with it.

Mr. Hawk noted that there is a certain degree of urgency on this bid however it shouldn't delay what we want to do as far as new money. Mr. Blain noted that he is talking about having more detailed discussion for the financial arrangements for where the FC is at, and what the three to five year plan for the FC is. He noted that he is concerned approving new equipment before we have this discussion.

Mr. Hawk questioned what would happen if we delay this vote for future discussions. Mr. Wolfe noted that it would not affect the future discussions; he noted that you would have to determine that. He noted the only reason staff was bringing this to you this evening is because it is the time of year it replaces these items, and the FC has aging equipment and it was his understanding that it was the Board's desire not to have the aging equipment present on site as it affects membership numbers. He noted that you could delay the vote.

Mr. Seeds noted that we discussed this during the budget talks that we could not afford to pay \$48,000 right away, so it was decided to split the costs up into three years and the \$16,000 was put in the 2013 year budget for the lease payment. He noted that we need the equipment to stay open.

Mr. Blain questioned if it is that dire from now until 30 days from now to make a decision. Mr. Wolfe answered that it is not. Mr. Crissman noted that his concern is the long-term goal versus the short-term goal and this is part of the short-term for continuation and protection of the investment that we have. Mr. Seeds agreed.

Mr. Hawk called for a roll call vote; Mr. Blain, nay; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Mr. Hornung noted that being in the business, there is always a sense of timing and when things are not in good shape and going down, the longer you wait the more difficult it is to turn it around. He noted that he keeps making decisions without the higher order decisions being made and pretty soon the higher order decisions go away. He noted that he realized that there is time set up for more discussion next month to resolve this. He noted that he is impatient to deal with the FC and come up with a resolution and a plan to set it in the right direction. He noted that this is one more minor decision that seems to evolve about the Board not delaying and making a major decision that has to be made. He noted that we have to solve this or we might as well just write it off and be done with it. He noted that he is upset with this.

Mr. Hawk noted that he couldn't agree with Mr. Hornung more and we have to do this and Mr. Blain is right as well. He noted when he heard that these items were included in the budget, that is why he voted to agree the lease. He noted that discussion must take place on this



topic. Mr. Crissman noted that we agreed to that during the last workshop session and we are all in the same boat.

Action on bids for tree removal and right-of-way clearance  
in the BC 6 sanitary sewer mini-basin

Mr. Hawk noted that the bids were amazing as they were all over the place. Mr. Hornung noted that there were two bids at the lower end that were somewhat close. He noted that the Township received bids of \$44,000, \$38,000, \$183,000 and \$82,000.

Mr. Wolfe noted that this bid is for the removal of 113 trees and the clearance of 110 feet of right-of-way in the Beaver Creek 6 Mini basin. He noted that the low bid has been submitted by Stoner's Tree Service in the amount of \$37,225.00. He noted that there is a great discrepancy in bids from low to high and that is not unusual for tree removal service. He noted that Stoner's had done work for the Township before and their work was found to be acceptable. He noted that the Stoner bid has been reviewed by staff and engineer and it is staff's recommendation to act upon this item this evening.

Mr. Crissman made a motion to award the bid for the tree removal and right-of-way clearance in the BC 6 Mini Basin to Stoner's Tree Service in the amount of \$37,225. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Change Order #1 to the contract with Doli Construction for the  
SC-1E/SC-1G trunk line sanitary sewer replacement

Mr. Wolfe noted that this change order is for an increase requested by staff in the amount of \$69,900. He noted that the purpose of the increase is to remove the Sussex Drive which has been in place for years. He explained, with the Board's recent action to accept the Second Amendment to the Second Consent Decree, the Township is now in a position to remove that restrictor. He noted that staff believes the most effective means to do that is to ask Doli

Construction to do it as part of the trunk line reconstruction work resulting in the above mentioned change order from Doli.

Mr. Seeds questioned if we have been discussing this for years. Mr. Wolfe answered yes. Mr. Seeds questioned if CET stated that there was another restriction and we did not need to remove it at this time, and he questioned if CET is on board with this. Mr. Wolfe answered yes.

Mr. Hornung questioned Mr. Fleming when he reviewed the change order...Mr. Wolfe noted that Mr. Fleming did not review this change order, rather it would be Mark Hilson and CET. Mr. Hornung questioned if they take a look at the bid award per square foot or for the depth of the pipe and that type of thing. He questioned if the \$69,900 was derived from the bid amounts that they received. Mr. Wolfe noted where per-unit values are contained within the bid, the per-unit values for the quantities must be maintained. Mr. Hornung questioned if that was the case for this bid. Mr. Wolfe noted that every place there is a per unit value, noting that he was not sure that all items had a per-unit value, but it must be maintained to be approved by the engineer. He noted that it is a bid item and staff would have no authority by contract to increase a bid item. He noted that it must be maintained; however, the quantity may increase but the amount per the item must be maintained.

Mr. Crissman made a motion to approve Change Order #1 to the contract with Doli Construction for the SC-1E/SC-1G trunk line sanitary sewer replacement. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on Investment Management Agreements with Wells Fargo Bank for the LOSAP Plan, the Police Pension Plan, and the Non-Uniformed Employees Pension Plan

Mr. Wolfe explained that this item was somewhat complicated, first in the Township's need to begin paying Length Of Service Awards Program (LOSAP) beneficiaries their earned

benefit. He noted that the LOSAP provides for benefits for volunteer fire fighters who provide up to 25 years of service to Lower Paxton Township's three volunteer fire companies at the rate of \$10 per month for years of service to a maximum of \$250 per month. He noted that amount is to serve as recognition of their faithful service to our community as fire fighters for an extended period of time. He noted that the first beneficiaries are to receive payment of monthly benefits beginning January of this year. He noted that there are approximately 12 individuals who will be receiving payments, but finding a paying agent is difficult for 12 pensioners.

Mr. Wolfe noted that we need to have an investment house for the LOSAP funds which currently have a balance of about \$300,000. He explained that staff started discussions on this with Wells Fargo Bank as they provide the paying services for the Township's Police and Non-Uniform employees Pension Plan and also some investment services. He noted that Wells Fargo is the investment house for the Fire Fighter's Relief Fund. He noted that both entities have a relationship with Wells Fargo.

Mr. Wolfe noted that Wells Fargo came back with initial pricing to the Township for administration of the LOSAP and it was rather expensive. He noted that Mr. Houck, the Finance Director, negotiated this further and then Wells Fargo realized that the two pension plans that they inherited from the purchase of Wachovia Bank were under a wealth management investment program as opposed to the institutional investment management group. He noted the municipal government is included in the institutional investment management group. He noted that Wells Fargo took another look and decided that it would be to their benefit and the Township's benefit for the two pension plans and LOSAP to be considered as one consolidated account for services in their Investment Management Group. He noted that they have provided those agreements and custody agreements for the two pension plans. He explained that it will

pool all the money for fee purposes and he has provided the fee schedule to the Board members. He noted that the fee diminished remarkably since there is a significant amount of funds. He noted that the overall effect to the two pension plans will be minimal; however the effect for the LOSAP is that it will benefit from the pooled fund resulting in lower fees. He included the fee schedule, the account maintenance fee and the transaction to pay the retirees as well as the management fee the funds that will be invested by Wells Fargo on behalf of all three plans.

Mr. Wolfe noted that staff requests that the Board act to approve these management and custody agreements and authorize the Chairman and Secretary to sign the documents.

Mr. Crissman made a motion to approve the Institutional Retirement and Trust and Trust and Custody Fee Agreement with Wells Fargo for the LOSAP, the Police Pension and Non-uniformed Employees Pension Plan as outlined by Mr. Wolfe. Mr. Blain seconded the motion.

Mr. Hawk called for a voice vote and a unanimous vote followed.

Action to accept a PA DEP Municipal Recycling Program, Section 902 Grant

Mr. Hawk noted that the Board must accept this Pennsylvania Department of Environmental Protection (DEP) Section 902 Grant for \$250,000 within 30 days or lose it.

Mr. Wolfe noted that there is significant competition for these funds and if the Township does not use the funds, then DEP will rescind their offer and award it to another municipality. He noted that the Township has used these funds in the past as this is part of the funds used to purchase recycling equipment for the Compost Facility five years ago. He noted that the Township spent \$500,000 at that time to get the Facility up and running and applied for DEP funds and had yet to receive funding. He noted that these funds will be used as a reimbursement to the Township for that expenditure.

Mr. Crissman made a motion to accept a Pennsylvania DEP Recycling Program 902 Grant. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Mr. Hornung questioned if this is a new item for the budget. Mr. Wolfe noted that it was not included in the 2013 budget; however, annually the Township has kept the application current in hopes of receiving funds and has actively been lobbying DEP for these funds. He noted that it would go to reimburse the fund balance in the General Fund.

Action regarding the proposed participation in the U.S. Department of  
Energy SunShot Initiative: Rooftop Solar Challenge II

Mr. Wolfe explained that the U.S. Department of Energy has a SunShot Initiative and PENN Future, an outshoot of the Pennsylvania DEP, desires to submit an application on behalf of Pennsylvania municipalities to help amend their zoning ordinances to properly regulate solar on-lot facilities.

Mr. Wolfe noted that the Township has been asked to participate in the program and if it chooses to do so, the consultant for PENN Future will assist staff, at no cost, to update the zoning ordinance. He noted that the minimal qualification to obtain a Department of Energy SunShot grant is a population of one million people and that can be made up of multiple municipalities and Lower Paxton Township would be a significant addition to this project for the Pennsylvania initiative. He noted that it is his recommendation that the Board authorize participation as there are no out of pocket costs to the Township to participate although we will have to agree to contribute a small amount of staff time which they estimate to be 60 hours over the course of the project which will be about one year.

Mr. Crissman made a motion to agree to participate in the U.S. Department of Energy SunShot Initiative: Rooftop Solar Challenge II. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Resolution 13-07; setting rates for permits allowing Township residents and businesses to use the compost facility

Mr. Hawk noted that the new rates for a resident for a daily pass would be \$10 per day and for a business it would be \$50. He noted that a residential yearly permit is \$35 and for a business it would be \$500.

Mr. Wolfe noted that the rates increased from \$30 to \$35 for an annual fee for a resident and for a day pass it increased from \$8 to \$10. He noted that the equipment costs at the Compost Facility are significant as well as the Public Works Department's efforts to manage the site. He noted that revenues earned from residents who use the facility help to offset the operations costs in part. He noted that this is not mandatory by any means; it is an optional service provided for those who want to drive to the Compost Facility to deliver leaf waste. He noted that the Township offers, at no additional cost to residents, the curbside collection of leaf waste through the services provided by Waste Management on a bi-monthly basis from April through December of each year. He noted that it is staff's recommendation that the Board act on this resolution this evening as it has discussed in previous workshop sessions.

Mr. Hornung questioned what the net income is from the fees versus what the cost is to run the facility. Mr. Wolfe noted that he has not done a total cost allocation for the Compost Facility. He noted that the Township generates between \$30,000 and \$40,000 from this permit program. He suggested that the operation of the program to include the depreciation of the equipment is probably \$250,000. Mr. Hornung noted that a resident, for a small fee, is getting a

rather great value. Mr. Wolfe noted that they do not need to pay the fee to participate as they can put their leaf waste at curbside for Waste Management to pick up as part of their waste bill.

Mr. Hawk noted if you are a regular customer at the Compost Facility it's advantageous to buy a yearly permit. Mr. Hornung noted that many people come in to get permits to take advantage of the free mulch.

Mr. Crissman made a motion to approve Resolution 13-07; setting rates for permits allowing Township residents and businesses to use the compost facility. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Preliminary/final land development plan for a building addition for  
Memorial Eye Institute

Dr. Ben Chotiner noted that he and his wife Inez own the building and land known as Memorial Eye Institute located at 4100 Linglestown Road. He noted that the 22,000 square foot facility houses the Clinical Eye Care Practice, Pennsylvania Eye Associates and Outpatient Surgical Center, Pennsylvania Eye Surgery Center. He noted that he opened the Institute in 1984 and was Pennsylvania's first free standing outpatient eye surgery center and only the third such of any type in the State.

Dr. Chotiner noted over the past 27 years, eye care and eye surgery has changed dramatically and he has had to add many new diagnostic instruments as well as new lasers and new surgical devices. He noted in order to accommodate these additions; he proposes to add 5,000 square feet to the existing 22,500 square foot building. He noted in an era of healthcare cost containment, he needs to be prudent about the dollars he spends. He noted when he started the project in November 2011, he was not aware that he had to get a building permit for this addition and that he would need a land development plan. He noted that he was informed of this

at the October workshop session in 2012. He noted that he hoped to begin construction last fall but learned that it would take several months to get the land development plan approved.

Dr. Chotiner noted that he requested sidewalk waivers for Linglestown Road and Dover Road frontage, since with the exception of the corner property at the northeast corner of Dover and Linglestown Roads, there are no adjacent sidewalks to lead anywhere. He noted that there are a few sidewalks along Linglestown Road and most do not go anywhere. He noted except for the northeast corner of Linglestown and Dover Roads, there are literally no other sidewalks on Dover Road. He suggested placing a 155 foot sidewalk and curb on Dover Road and a 450 foot sidewalk on Linglestown Road would cost between \$50,000 and \$60,000.

Dr. Chotiner noted that Mitch Camp from Snyder and Secary and Associates is present and Linus Fenicle from Reager and Adler, P.C., and his wife Inez and his son, Dr. Rick Chotiner who is in practice with him.

Dr. Chotiner noted that Dover Road dips adjacent to the frontage of his property and the engineers have informed him to install curb and sidewalk there, he would have to add storm water inlets and pipes to allow a sidewalk to be built.

Dr. Chotiner noted for the Linglestown Road property, the topography of the land where the sign sits would require him to install a retaining wall to allow a sidewalk to pass by. He noted that there is very little if any pedestrian traffic in that area or for miles east or west of the property. He noted during the previous Board workshop sessions he stated that the requirement to install sidewalks seems to be disproportionate to the size and scope of the project. He noted this it is his position and the reason we are requesting the waivers. He noted to spend money on sidewalks that don't go anywhere means fewer funds available to spend on things that will help him provide better and more comfortable care for his patients.



Dr. Chotiner noted that the Board has granted several sidewalk waivers in the past year or two. He noted that he could provide a list if needed. He explained that he has a copy of the minutes from October 18, 2011 for the Board of Supervisors meeting with a sidewalk waiver of the property at 6009 Jonestown Road. He noted that the Board's approval for that land development plan involves, "general note 13, which has been placed on the revised plan, indicating that sidewalks adjacent to Jonestown Road will be installed in the future at such time that adjacent development occurs. He noted that he believes that such a waiver and condition would be appropriate for his plan as well.

Mr. Hawk noted that Dr. Chotiner has an automatic sign but from what he understands, he would need a retaining wall of some sort to eliminate any landfill washing down on the sidewalk. Dr. Chotiner noted that some of the isolated sidewalks along Linglestown Road are in PENNDOT's right-of-way. Mr. Hawk noted if you read the HRG Report, they agree that the sidewalk along Dover Road is not necessary but they did not support the waiver for Linglestown Road. He noted that Dr. Chotiner mentioned that the size of the addition against the cost of the sidewalk does not seem to be a cost benefit. He questioned if the cost of the sidewalk would run in the area of \$65,000. Dr. Chotiner answered that it would be at least \$50,000 but more like \$60,000. He noted the reason for the increased number is that a retaining wall is fairly expensive to install to allow a sidewalk to sit along side it.

Mr. Hawk questioned if Dr. Chotiner went before the Planning Commission. Dr. Chotiner answered yes. Mr. Hawk questioned if the Planning Commission supported the waiver for the sidewalk... Dr. Chotiner answered for Linglestown Road.

Mr. Seeds noted that Mr. Fleming supported a waiver of curbing on Dover Road and not sidewalk. Mr. Fleming answered that was correct initially but with the addition of the sidewalk

along Dover Road it would be appropriate to have curbing but he would not support the waiver for that on Dover Road. Mr. Seeds noted in the workshop session, Mr. Snyder stated that if he had to put sidewalk in he would have to put in curbing. Mr. Fleming answered that was correct.

Mr. Crissman noted that Mr. Fleming does not support the second and third waivers. Mr. Fleming answered that is correct. Mr. Hawk noted that the Planning Commission did.

Mr. Seeds questioned, the sign that you have in the front of your property that is on a mound, you need to advertise your business, but you could build a retaining wall, and he questioned how close the sidewalk would have to go in that location, or you could elevate your sign by putting it up on a foundation of some type. He noted that you would not have to build a retaining wall as you could look at the cost of what is the most economical to build the support for the sign. He noted that you would not have to put in a wall. Dr. Chotiner noted that knowing the costs of signage, it is about the same to do it both ways. He noted that he does not have exact figures for that project.

Mr. Seeds noted that Dr. Chotiner mentioned earlier the Jonestown Road property which was approved with the caveat that if sidewalk was installed on an adjoining property, then the property owner would have a year to install it. Dr. Chotiner noted that there is no time listed as he has a copy of the minutes. He noted that the implication is if there was a way for people to go from that sidewalk to other sidewalks on both sides then the owner agreed to install sidewalks. He noted that is what he is prepared to do as well. Mr. Seeds noted that normally, when waivers were granted in the past, they had a limit of within a year of the adjoining property getting sidewalk installed. He noted that there is no sidewalk on either side of the Jonestown Road property, but with your property you do have sidewalk to the west. Dr. Chotiner noted that that sidewalk does not go anywhere beyond that. Mr. Seeds noted that is because there is no

adjoining sidewalk. He noted if we used that theory we would never get sidewalk. Dr. Chotiner noted that he is trying to keep the project as cost effective as possible. He noted that there is no place to go at the present time and no pedestrian traffic on their property, and adding a sidewalk would not make it possible for anyone else to go anywhere. He noted that his staff wanted to attend the meeting to state that there is no traffic there, but they were unable to do so.

Mr. Hawk noted that the only sidewalk in the area is in front of the Office Center to the east. He noted that it is in disrepair and hardly even visible from the road. He noted to try to get sidewalks to the Sheetz property is almost impossible. Dr. Chotiner noted that you can't do it as there is a bridge that comes out against the road, and no one can walk to Sheetz. He noted that there are no stores to go to, no real pedestrian traffic. Mr. Hawk noted if a waiver were to be granted, you would be agreeable to a notation on the plan that if the adjoining land was developed you would be willing to install the sidewalk within a certain period of time. He noted that the difficulty with that is that notes on plans get lost. He noted that a tickler system could be created to review the plans every so often. Dr. Chotiner noted that the mechanism of an improvement guarantee could be used. He noted if the adjacent property was to be developed and the issue of sidewalks was brought up, then the issue for sidewalks on his property would come up. He suggested that there is no risk of anything getting lost in the shuffle, nor are we looking for that. He noted that he would appreciate a waiver at this time, and that if the adjacent property is developed, the sidewalks would be installed at that time. He noted that the dentist next door was given the opportunity to put in a macadam path and he stated that he would rather have a sidewalk. He noted that he learned a lot about this process by researching using the computer. He noted that it would be fair that he be allowed to spend those kinds of dollars on things that would benefit his patients and staff, and for things like improving the porte-cochere as he would like to

raise it so the buses that transport senior citizens can drive under it and add additional handicap bathrooms. He noted that he is not asking for anything that hasn't been granted before. He noted that it has created a little bit of a hardship for him to rethink what he could do and how much money he needs to spend. He noted that he started out making some repairs on the roof, noting that we spent tens of thousands of dollars for the engineer for a simple addition to the building. He noted that he is not adding any parking spaces only changing the building a little bit.

Mr. Seeds noted that he has no problem with waiting for the sidewalk and curbing on Dover Road as he thinks it is a disadvantage to have curbing at that location with the drainage issues. He stated that he visited the site and he thinks curbing could create a problem. He noted that he does not foresee sidewalks being extended up Dover Road from what it is now other than requiring Dr. Chotiner to do his property. He noted that he has no problem granting a waiver for Dover Road for curbing and sidewalk; however, he has a problem with granting a waiver for sidewalks along Linglestown Road. He noted, over the years, he has always voted to require sidewalks on Linglestown Road as he sees more and more people walking, especially with what has been done in the Village of Linglestown. He noted if the Board waits until the next property is developed it could be years and years and it would end up missing this opportunity. He noted we have the opportunity to get a walkway now, realizing it is a business expense; however, if we don't get it now, I don't think we will ever get it. He noted that it will be a tremendous benefit to the community.

Mr. Hawk noted that he initially shared that thought, however, he has looked at the location and it will be a long time before he goes over to Memorial Eye to walk in front of Dr. Chotiner's building. He noted that he will go there to get his eyes fixed, but he is not going to walk back and forth in front of his building just because a sidewalk is there.

Mr. Seeds noted that you can say that about anywhere. He noted that he normally drives everywhere except in his neighborhood.

Mr. Crissman explained that his motion will continue to support the opinion of the Township Engineer. Mr. Crissman made a motion to approve the preliminary and final land development plan for proposed building additions for Memorial Eye Institute with waiver request 1, 4 and 5 and the six general conditions including the HRG nine comments and two staff comments. Mr. Seeds seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, nay, Mr. Crissman, aye; Mr. Hornung, nay, Mr. Seeds, aye; and Mr. Hawk, nay. Mr. Hawk noted that the motion was denied.

Mr. Blain suggested that the Board should provide a specified time to install the sidewalk, in other words, the Board informs Dr. Chotiner that it will give him 48 months to put in the sidewalk. He noted that it would give Dr. Chotiner time to put in the addition, and not stifle the growth of that piece of his business, and over a four-year period, set the money aside to install the sidewalk in a four-year time span. He noted that it would allow him to get the addition done, to get it under roof, and utilize the facility overtime to generate revenues from it. He noted that it would provide him four years to set the money aside at \$15,000 a year, and it would get the sidewalk that the Board members want in front of his facility, as it appears that there is a concern that it might not get built. He noted that it gets it done in a period of time and allows the landowner to do the project and plan for the future to do the improvement.

Mr. Crissman questioned if that was for both Linglestown and Dove Roads and the curbs on Dover Road. Mr. Blain noted that he does not agree in putting sidewalk on Dover Road or curbing, just Linglestown Road. Mr. Hornung noted that he would go for it if it was five years and for the curbing and sidewalk for Linglestown Road only.

Mr. Seeds noted if we do this for Dr. Chotiner we will receive more requests from others to give them the same amount of time. Mr. Hornung noted that Mr. Seeds brings that up but he contends that every decision has circumstance and in this case the circumstance is that Dr. Chotiner is building on a 5,000 square foot addition, a minimal amount of addition for a rather large lot, there probably will be more expansion on lot that is significant. He noted that this is not that significant to make him expand his parking lot, and we have in the past, made decisions to waive curbing and sidewalk in areas where the expansion was very minimal. He noted if you want to follow that analogy, you would say, no sidewalk, no curbing, because in the past we have allowed that to happen for a very minimal expansion. Mr. Seeds questioned if Mr. Hornung noted that he could justify this when the next applicant comes in and the Board would deny the request because they are building a brand new building of 20,000 square foot. He noted that they will say you gave Dr. Chotiner a four-year extension and they would want to have one also. Mr. Hornung noted if someone is putting in a 20,000 square foot building he would require him to do that. Mr. Seeds questioned if Mr. Hornung could justify this. Mr. Hornung answered yes.

Mr. Blain noted that every situation that comes before the Board has unique circumstances and the Board makes decisions based upon the merits of the circumstances. He noted that the Board has made decision, in his mind, that are inconsistent on a regular basis, for example, the building on Jonestown Road that was not required to put in sidewalks. He noted that it is located in an area where there is curb and sidewalk at the elementary school. Mr. Seeds questioned if he was referring to the project that Dr. Chotiner mentioned. Mr. Blain answered yes. He noted that the Board makes decisions based upon the merits of the circumstance noting that it has a philosophy that it wants sidewalks, but it doesn't say hard and fast that it would never give a waiver for a curb or sidewalk. Mr. Seeds noted that he does not recall giving a

waiver when the adjoining property had sidewalks. He noted on Jonestown Road, neither property had sidewalks. He questioned how the Board could justify when the next applicant comes in with another project. He noted that he wants to be consistent. Mr. Blain noted that the Board has never done this before, it provides for a different option, something new instead of having a hard and fast rule.

Mr. Wolfe noted that this is a public improvement and it would have to be bonded for that period of time. Mr. Hawk suggested that Dr. Chotiner would not have any problem with that. Mr. Hornung noted that it would require some money to bond the work. Dr. Chotiner noted that Mr. Hornung's suggestion of a five-year requirement would work for him as he could put money aside to do the work. He noted that he would have no problem getting bonded for the work.

Mr. Blain made a motion to approve the preliminary and final land development plan for proposed building addition for Memorial Eye Institute with the following waiver request: 1) Waiver of the requirement to provide a preliminary plan; 2) Waiver of the requirement to provide a wetlands delineation report; 3) Waiver of the requirement to provide curbing along the frontage of Dover Road; 4) Waiver of the requirement to provide stormwater volume controls for additional water runoff associated with the proposed impervious coverage; 5) Waiver of the requirement to construct curb and sidewalk along on Dover Road; and a delay of the requirement to construct sidewalks along Linglestown Road for a period of sixty months from the date of plan approval; 6) Plan approval shall be subject to Dauphin County Conservation District's review and approval of the Erosion and Sedimentation Control Plan; 7) Plan approval shall be subject to original seals and signatures on the plan; 8) Plan approval shall be subject to payment of engineering review fees; 9) Plan approval shall be subject to the establishment of an improvement guarantee for proposed site improvements; 10) Plan approval shall be subject to review and approval of sanitary sewer construction drawings by Lower Paxton Township Authority; 11) Plan approval shall be subject to addressing all comments of HRG's memo dated January 1, 201; 12) A

street/storm sewer construction permit is required and is to be obtained prior to earthmoving activities. A pre-construction meeting is to be held prior to starting the project. Contact Matt Miller at 657-5615 to schedule the meeting. This may be held in conjunction with the Conservation District meeting; and 12) All signage must meet the requirements of the Lower Paxton Township Zoning Ordinance. Mr. Hornung seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, aye, Mr. Crissman, nay; Mr. Hornung, aye, Mr. Seeds, nay; and Mr. Hawk, aye.

### **Improvement Guarantee**

Mr. Hawk noted that there were two Improvement Guarantees.

#### The Estates of Autumn Oaks

A new escrow with Lower Paxton Township, in the amount of \$8,000.00, with an expiration date of February 19, 2014.

#### Sunnyhill Farms - North

A change in financial institution to an escrow with Lower Paxton Township, in the amount of \$6,844.67, with an expiration date of February 18, 2014.

Mr. Crissman made a motion to approve the two improvement guarantees. Mr. Seeds questioned if the Sunnyhill Farms is built out. Mr. Wolfe answered yes. He noted that the guarantee would be for the remaining sidewalk and the completion of the storm water management detention basin. Mr. Hornung questioned why it takes so long to do this. Mr. Wolfe answered that work is scheduled to be performed this summer. Mr. Seeds questioned if they need a year. Mr. Wolfe suggested that it is only needed until the end of the summer construction season. Mr. Seeds suggested that they should have nine months. Mr. Wolfe suggested that nine months would be good. Mr. Seeds requested Mr. Crissman to amend his motion. Mr. Crissman made a motion to approve the Sunnyhill Farms – North for six months. Mr. Wolfe noted that six months does not get you through the construction season. Mr. Crissman noted that he would



change that to nine months. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

### **Payment of Bills**

Mr. Seeds made a motion to pay the bills of Lower Paxton Township and Lower Paxton Township Authority and Lower Paxton Township Purchase Card Register and Lower Paxton Township Authority Purchase Card Register. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

### **Adjournment**

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Blain seconded the motion, and the meeting adjourned at 9:03 p.m.

Respectfully submitted,

Maureen Heberle  
Recording Secretary

Approved by,

Gary A. Crissman  
Township Secretary